

- (169) The time limits specified in Steps 1-4 may be waived or extended for a period of thirty (30) calendar days for valid personal or business reasons; provided either party makes the request in writing.
- (170) Section 2: It is mutually agreed that all grievances regarding policy and interpretation of any of the clauses of this Agreement shall be dealt with between the Shop Committee, Representatives of the Union, and the Representatives of the Company.
- (171) Section 3: An employee designated under Section 1, above attending meetings shall be paid at his classified rate for the time lost.
- (172) Section 4: Failure to comply with the time limits of the Grievance Procedure, Article 12, Section 1, by either party will result in forfeiture in favor of the other party.

### **ARTICLE 13 ARBITRATION**

- (173) Section 1: Any dispute which has not been satisfactorily settled after the last step of the grievance procedure may be submitted to the Director of Federal Mediation and Conciliation Service for arbitration within forty-five (45) days of the final answer by either party. The initiating party must also notify the other party of the submission to arbitration within the forty-five (45) day period defined above. Failure to submit the grievance to arbitration within forty-five (45) days of the final answer will mean that the grievance is deemed not arbitrable.

Statement of Intent: The intent of this change is to cap the amount of time available to send a grievance to arbitration in an effort to assure that grievances are handled expediently. This change is not intended to determine resolution to the grievance. If forty-five days elapse, this specific grievance cannot be arbitrated.

- (174) In order to initiate this process, either party may request, by written notice to the Director of Federal Mediation and



Conciliation Service, a panel of names, from the lists maintained by said Service. A copy of the communication to said Director will be forwarded to the other party to this Agreement at the same time the original request is mailed.

- (175) (a) It is agreed that the issue to be arbitrated will be the individual grievance.
- (176) (b) In the event discharge becomes the subject of a grievance, the matter will move directly to the fourth step and be referred directly to arbitration, it being understood that the purpose of this clause is to have such arbitration held with all reasonable dispatch.
- (177) Section 2: The arbitrator shall be mutually agreed upon from a panel of names supplied by the Federal Mediation and Conciliation Service. If the arbitrator cannot be agreed upon from the initial panel, a second panel will be requested. Limit 3 panels or 3 months whichever occurs first. If agreement cannot be reached the Federal Mediation and Conciliation Service will pick an arbitrator.
- (178) Section 3: Notwithstanding any other provisions of this Agreement, no arbitrator shall, without specific written agreement from the Company and the Union, with request to the arbitration proceeding before him, be authorized to add to, detract from, or in any way alter the provisions of this Agreement.
- (179) Section 4: Either party may be represented by Counsel at any Hearing.
- (180) Section 5: The award of the arbitrator shall be in writing and final and binding upon the parties to this Agreement. The award shall be made within thirty (30) days from the close of the hearing.
- (181) Section 6: The Company and the Union shall bear equally the fee and expenses of the arbitrator. All other costs shall be borne by the party requesting additional services.



## ARTICLE 14 INSURANCE

- (182) Section 1: The Company agrees to provide for and pay the cost of group insurance for employees in the bargaining group, after completion of the employees probationary period, as follows:

### EMPLOYEE SCHEDULE OF BENEFITS

- |       |                        |          |
|-------|------------------------|----------|
| (183) | Life Insurance         |          |
| (184) | Effective July 1, 2000 | \$30,000 |
|       | Effective July 1, 2001 | \$31,000 |
|       | Effective July 1, 2002 | \$32,000 |
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- |       |                                    |          |
|-------|------------------------------------|----------|
| (185) | Accidental Death and Dismemberment |          |
|       | Effective July 1, 2000             | \$30,000 |
|       | Effective July 1, 2001             | \$31,000 |
|       | Effective July 1, 2002             | \$32,000 |
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- |       |   |            |
|-------|---|------------|
| (186) | Disability (Sickness and Accident) - 32 Weeks |            |
|       | maximum payment per rolling 12 month period   |            |
|       | Effective July 1, 2000                        | \$315/week |
|       | Effective July 1, 2001                        | \$325/week |
|       | Effective July 1, 2002                        | \$335/week |
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- (187) The Company provides a Dental plan that includes:
- \$25 Annual Deductible (\$75 Family Maximum)
  - 100% Diagnostic/Preventative Care
  - 80% Basic Restorative Care
  - 50% Major Restorative Care
  - 50% Orthodontia (\$600 Lifetime Max)
  - \$1000 Annual Maximum benefit per Family Member
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- (188) The Company agrees to provide medical and surgical insurance for full-time employees and their qualified dependents as outlined in the Employee Health Benefits Booklet. Employees will have the option to select one of the following programs:
- (1) Fee-for-Service (\$250 deductible)
  - (2) Managed Care